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Current Topics: Requisitioning and Compensation—Other Hardships—Fire Prevention: Business Premises—The Compulsory Enrolment Order—Life Assurance and War Risk—Recent Decision 385

Criminal Law and Practice .. 387

A Conveyancer's Diary 387

Books Received 389

Landlord and Tenant Notebook .. 390

War Legislation 390

Our County Court Letter 391

To-day and Yesterday 391

Notes of Cases—

Winslow Hall Estates Co., and the Contract of United and Glass Bottle Manufacturers, Ltd., *In re* .. 392

Obituary 392

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Current Topics.

Requisitioning and Compensation.

THE report of Mr. JOHN MORRIS, K.C., on the requisitioning of land and buildings and the operation of the Compensation (Defence) Act, 1939, was presented to Parliament on 11th September. The questions with which this detailed and important document deals were referred to Mr. MORRIS for investigation and report by the Chancellor of the Exchequer on 7th July. In the report he states that the bulk of the requisitioning has resulted from the exercise of powers given by regs. 49 and 51 of the Defence (General) Regulations, 1939, which empower various departments of State as competent authorities or their appointees to requisition land so far as may be necessary or expedient in the interests of public safety, the defence of the realm, the efficient prosecution of the war, or for maintaining supplies and services essential to the life of the community. Down to 4th July, the number of requisitions for the Army was 124,411. Down to 5th July, the number of requisitions for the Royal Air Force was about 28,000; and down to the end of July, the number of requisitions for the Royal Navy was about 10,000. Much requisitioning had also taken place for the purposes of rehousing the homeless, civil evacuation and civil defence, and for these purposes powers had been delegated to clerks of local authorities. In those and in other cases where the requisitioning authorities do not employ departments of their own for the purpose of arranging compensation, the work is undertaken by the valuation staff of the Inland Revenue. Down to the end of June the number of claims for compensation referred to the Valuation Department of the Inland Revenue was over 80,000, over 70,000 of which were referable to Ministry of Health and Ministry of Home Security purposes. Over 62,000 claims had been settled. The report enumerates the complaints which have arisen with regard to the exercise of requisitioning powers, and deals with them seriatim. Complaints had been made that a dispossessed tenant might receive as a compensation rent a sum which was less than he had to pay his landlord, that he might be obliged to enter into a new lease for other premises without any prospect of finding a tenant for the premises which he did not occupy after the end of the requisitioning period, and that the Act worked unfairly in preventing owners from obtaining current rentals in cases where values had risen since the war. With regard to the first complaint, the report states that the view held by the Departments was that the proper interpretation of s. 2 (1) (*a*) of the Compensation (Defence) Act was that the compensation rent payable was the amount for which the premises could be let at the time of a requisition. It is desirable, the report continues, to obviate the sense of grievance felt by tenants at the operation of this interpretation, however logical it might be. After considering various cases in which the tenant might suffer a disadvantage, or, as in the case of certain tenants out of occupation, an advantage, the report suggests that in considering any scheme of fixing compensation rents it is fair to stipulate that the State ought not to be asked to indemnify in respect of loss that is attributable to the general war situation as opposed to any loss that is the result of the actual requisitioning. The report recommends that tenants living in dwelling-houses or in full occupation of business premises should be given an option to disclaim their leases upon being dispossessed by reason of requisitioning. It might be thought desirable to limit the option to disclaim to cases where the unexpired term of the lease did not exceed a period of some given number of years at the time of the requisitioning. It might also be thought appropriate to issue some form of instruction to compensation officers to pay regard to existing rents as evidence of value, and to reconsider cases of dispossessed tenants so that regard might be paid to the evidential value of the net rents which they paid. In the case of tenants paying inclusive rents, machinery might be devised to arrive at the net rents, and to relieve them of the liability to pay more to their landlords.

Other Hardships.

SOME complaint had been made that under the Compensation (Defence) Act compensation for loss of profit or for loss of goodwill, as such, was not recoverable, and hotel keepers, boarding-house keepers, garage proprietors and others had been put out of business because their premises had been taken. Under s. 2 (1) of the Act there has to be an assessment of the rent which "might reasonably be expected to be payable." In the case of hotels the compensation rent had been fixed having regard to the fact that the building was not a mere structure but was a structure used as an hotel and was earning a profit. It must also be borne in mind, the report continues, that nearly every citizen lost in some way or other as a result of the war, and compensation wherever a loss had occurred would be impossible. Another complaint was that the Government took the most modern buildings for use as Government offices, although a number of large houses were frequently available in the immediate vicinity and could be used for office purposes. The report points out that it is a deliberate policy to house Government staffs in buildings that are as safe as possible in order that the machinery of government should not be dislocated or delayed by enemy action. It would also be highly inconvenient from the office point of view to have officials so placed that they could only reach other rooms by leaving one building and going into another. With regard to premises that had been left unoccupied after a requisition, Mr. MORRIS states that the policy of having a reserve of accommodation ready to be drawn upon in case of an emergency is fundamentally sound. Complaints had also been made of arbitrary, high-handed and inconsiderate methods of requisitioning by junior officers or minor officials. Mr. MORRIS refutes this suggestion by a detailed examination of the requisitioning organisation of the services and departments concerned, and points out that down to 4th July, 100,626 claims for compensation for Army requisitions had been lodged and 85,949 had been settled, about 7,500 claims for Admiralty requisitions had been received and about 6,000 had been settled, and about 15,500 claims in respect of Royal Air Force requisitions had been presented and about 10,200 settled. The complaint that the best agricultural land was sometimes taken for war purposes was now dealt with by the close liaison that the requisitioning authorities maintained with the War Agricultural Executive Committees. There was also a complaint that there was no compensation for expenses following a requisition. The report states that s. 2 (1) (*d*) of the Act has been liberally construed so as to give compensation for such loss wherever possible, but that it is desirable to deal sympathetically under the guidance of the Defence Powers

Compensation Committee with claims for reasonable expenses. Liberal payments on account should be made, the report states, wherever there is inevitable delay in the settlement of claims. With regard to complaints of damage to premises, it must be remembered that more than normal damage is inevitable in some cases owing to the fact that houses are used to accommodate many more persons than normally live in them, and members of the forces have bulky equipment. The report emphasises what has already been underlined in a memorandum to the requisitioning departments by the Prime Minister, that courtesy and consideration must be shown to owners and tenants of requisitioned property. The Chancellor of the Exchequer announced in the Commons on 11th September that the Government accepted the recommendations in principle and that two of them would require legislation. Departmental instructions implementing the rest were being issued.

Fire Prevention: Business Premises.

As a necessary complement to the reorganisation of the fire fighting bodies, the Fire Prevention (Business Premises) (No. 2) Order, 1941 (S.R. & O., No. 1411), published on 12th September, substitutes an amended code for fire watchers instead of the Fire Watchers Order, 1940 (S.R. & O., No. 1677), and the Fire Prevention (Business Premises) Order, 1941 (S.R. & O., No. 69), which are now revoked. Many of the features of the original code are retained, among them being that which obliges occupiers of business premises to make adequate arrangements for fire watching. The new order is more than twice as long as the revoked Business Premises Order and contains much that is new. As before, the order does not apply to dwelling-houses or to premises occupied partly as a dwelling-house and partly for the purposes of a business, trade or profession, except that it does apply to premises occupied partly as a shop. No person is to be required under the arrangements, without his consent, to perform fire prevention duties at premises which are more than two miles from the premises at which he works. The occupier must consult with the workers or, if they have trade union representatives, with their representatives, with regard to his fire prevention arrangements, and in forwarding them to the appropriate authority must state that he has consulted his workers or, if he has consulted their representatives, he must forward the names of the representatives whom he has consulted. There is provision for the arrangements to be notified to the workers or their representatives and appeal against the decision on the matter by the appropriate authority to the Regional Commissioner, on the part of the occupier or the workers or their representatives. On such appeal the arrangements may be referred back for further consultation and a representative of the authority or of the Regional Commissioner may take part in the consultations. A copy of the arrangements must be displayed or otherwise available for inspection at the occupier's premises. The workers or their representatives may also make representations to the occupier that the arrangements ought to be amended, and if the occupier refuses, they may make written representations to the appropriate authority. The arrangements must, as far as practicable, secure, *inter alia*, that adequate equipment, including helmets, are available at the premises, that the duties are as far as possible shared equally, reasonable additional travelling expenses are paid, and certain fixed subsistence allowances, the cost of which is to be defrayed by the Exchequer, are paid. It is also the duty of the occupier of premises for which arrangements are in force to provide and maintain at the premises for persons watching outside working hours proper and adequate sleeping accommodation, bedding, sanitary conveniences and facilities for washing. It is important to note that by an order made on 11th September (S.R. & O., 1941, No. 1406) the definition of " fire prevention duties " in reg. 27A of the Defence (General) Regulations, 1939, is now " the duty of keeping a watch for the fall of incendiary bombs and for any outbreak of fire occurring as a result of hostile attack, and the duty of taking such steps as are immediately practicable to combat such a fire and of summoning such assistance as may be necessary, and includes the duty of being in readiness to perform any such duties." The new order contains substantial improvements on the old and should effectively dispose of many complaints as to the unfair operation of the law.

The Compulsory Enrolment Order.

On the same day as the new Fire Prevention (Business Premises) Order was published, there appeared the Civil Defence Duties (Compulsory Enrolment) (No. 2) Order. This provides that a person performing duties under the Business Premises Order will be exempt from duties arising by virtue of enrolment with the local authority where he has registered under the Civil Defence Duties (Compulsory Enrolment) Order, 1941, if he produces to the local authority a certificate that he works at premises to which the Business Premises Order applies, and has undertaken under that Order to perform outside his working hours duties for periods amounting in the aggregate to such number of hours in a period of four weeks as may be specified and exceeds thirty-six. If, however, he produces a certificate to the local authority that the number of hours in the four weeks' period for which he has undertaken duties outside his working hours under the Business Premises Order exceeds twenty-four but does not exceed thirty-six, the periods for which he is then required to perform duties by virtue of his enrolment must not in the aggregate exceed twelve hours in each period of four weeks. Where the number of hours specified in the certificate exceeds twelve but does not exceed twenty-four, the periods for which he is required to perform duties by virtue of his enrolment with the local authority must not in the aggregate exceed twenty-four hours in each period of four weeks, and finally if the number of hours specified in the certificate does not exceed twelve, he will not be required to perform duties for more than thirty-six hours by virtue of his enrolment in the four weeks' period. The certificate must be signed by the occupier of the business premises in question or by a person authorised by the occupier with the approval of the appropriate authority. The certificate is to expire at the end of the current period of twelve weeks, or, in the case of a certificate issued during the last six weeks of a twelve weeks period, at the end of the next such period. The occupier may, however, endorse the certificate at any time during the last four weeks of any period of twelve weeks at the end of which the certificate would otherwise expire. If the number of hours specified in the certificate requires alteration (owing to a change in the arrangements or other material circumstances) to such an extent as will affect the exemption described above, the occupier must make the necessary alteration and on such endorsement the certificate is to remain in force for the next period of twelve weeks. There is also provision for calculating the number of hours to be specified in the certificate.

Life Assurance and War Risk.

It is interesting to observe that war risk cover without additional rating has now been granted by a number of life offices. At the commencement of the war the practice began, and has since persisted, of granting war risks in return for additional rating. In spite of this, many members of the civil population, recognising that ordinary mortality risks continue in wartime, have continued their life assurances without any special war risk cover. In a new prospectus recently issued by one of the offices which have granted war risk cover without additional rating since 1939, the society states that down to the end of last year, at any rate, they had no reason to regret their decision, for the chairman stated that only three civilian war claims with original sums assured amounting to £1,100 had occurred among policies effected on the new plan, and that this was considerably less than any figure which the management had considered it prudent to expect. He suggested that they would not be justified in assuming that the experience would continue to be favourable. That the result is more than gratifying cannot be denied, and the offices who took what at the commencement of hostilities seemed to many experts an unjustifiable risk, have every reason for self-congratulation both on the outcome after the lapse of a substantial period of war, and on the fact that they are helping to contribute to the national security at a critical time in the nation's history.

Recent Decision.

In *In re London Passenger Transport (Valuation for Rating) Scheme*, 1935, on 16th September (*The Times*, 17th September), the Railway and Canal Commission (Wrottesley, J., Sir Francis Taylor, K.C., and Sir Francis Dunnell) held that the sums paid to the London Passenger Transport Board under the Development (Loan, Guarantees and Grants) Act, 1929, should be excluded in computing the total revenue receipts of the Board for rating purposes, and the agreed sum of £20,000 received by the Board under an agreement or licence dealing with bookstalls and similar premises constituted receipts of the Board from their transport undertaking, which must therefore be added to their total revenue receipts. The London Passenger Transport Board had appealed against the Railway Assessment Authority's valuation of a net annual value of £1,594,000, and the London County Council, who also appealed, contended that the valuation should be £2,085,000. The court decided that the net annual value should be £945,275.

Criminal Law and Practice.

Arrest without a Warrant.

AMONG the most vital of the many rules which guarantee the liberty of the subject in this country are those which relate to the rights of the police to arrest without a warrant. The general distinction between the rights of the police and the rights of private individuals was long ago laid down, with the greatest clarity, by Lord Tenterden, C.J., in *Beckwith* v. *Philby* (1827), 6 B. & C. 635. He said: "In order to justify a private individual in causing the imprisonment of a person, he must not only make out a reasonable ground of suspicion, but he must prove that a felony has actually been committed; whereas a constable having reasonable ground to suspect that a felony has been committed, is authorised to detain the party suspected until inquiry can be made by the proper authorities." The same rule applies to treason.

A further common law right to arrest without a warrant accrues to a private person who sees someone participating in an affray, or who has reasonable grounds for supposing that a recent participant in an affray is about to renew his participation (*Price* v. *Seeley* (1843), 10 Cl. & Fin. 28), or who has reasonable grounds for supposing that anyone is about to commit a breach of the peace in his presence (*R.* v. *Light* (1857), 27 L.J.M.C. 1, 3). These rights of arrest are concerned with breaches of the peace, and the rights of a constable do not differ from the rights of the private individual as regards arrests for breaches of the peace (*Cooke* v. *Nethercote* (1835), 6 C. & P. 741).

There are, in addition to the common law rights to arrest without a warrant, a large number of statutes which empower, in some cases any person, and in other cases specified persons or constables to arrest without a warrant. One of the most important of these is s. 6 of the Vagrancy Act, 1824, where it is made lawful " . . . for any person whatsoever to apprehend any person who shall be found offending against this Act."

An interesting civil action for damages for unlawful arrest and false imprisonment was heard by Hallett, J., at Manchester Assizes on 2nd and 3rd April, 1941 (*Stevenson* v. *Aubrook*, 2 All E.R. 476), in which the precise limits of the right to arrest without a warrant under s. 6 of the Vagrancy Act, 1824, were reviewed by the learned judge. The action was brought against two police constables and an inspector of police. A police officer on duty at a detective office had received a complaint from a lady in charge of an A.R.P. post that another lady, sitting in her garden, had been annoyed by an alleged indecent exposure by a cyclist who had been riding up and down the street past the garden. The police officer took a description of the alleged offender, and two fellow officers promptly tracked him down while he was still on his bicycle. The alleged offender was in fact the plaintiff, and as it was obvious that he was at first attempting to conceal his identity, and denied the charge, and as he answered so well to the description given of the alleged offender, the officers decided to arrest him. On the way to the police station the plaintiff asked the officers to let him go because, as he said, his wife was "expecting." This was in fact the case. At the police station the plaintiff said: "I have been a fool; I do not know what made me do it." At a subsequent interview with the police the complainant could not provide any evidence of an indecent exposure. The plaintiff was then released on his own bail, and on the next day he appeared at the police court when the magistrate granted leave to withdraw the charge.

It was argued for the plaintiff that the police officers did not themselves find the plaintiff offending against the Vagrancy Act, or see him doing anything which could constitute an offence against the Act (*Horley* v. *Rogers* (1860), 2 E. & E. 674). Hallett, J., cited a number of authorities both before and after *Horley* v. *Rogers*, which indicated clearly that "if a person is found to be committing an offence by a police constable who goes in instant pursuit—and I think I should add, in itinerant pursuit—of the offender, then if that police officer arrests the person in question, he is justified in making the arrest" (*Treate's Case* (1875), 39 J.P. 235).

In the case under consideration the defendants had not shown, said Hallett, J., and had not attempted to show, that the offence in question was in fact committed under the eyes of someone else, and, according to the authority of *Hanway* v. *Boultbee* (1830), 4 C. & P. 350, it was necessary to show that the offence had in fact been committed.

If the arrest is to be justified, his lordship said, the defendants must show that the power of arrest conferred by s. 6 of the Vagrancy Act, 1824, authorises constables to arrest, if they suspect, and have reasonable grounds for suspecting, that a person has been found committing an offence against the Vagrancy Act, 1824. His lordship cited, among other authorities, the judgment of Clauson, L.J., in *Gorman* v. *Barnard* (1940), 3 All E.R. 453, where he said that *Trebeck* v. *Croudace* [1918] 1 K.B. 158, correctly decided that "the natural construction of a section conferring a power of arrest upon an executive officer in case of the commission of an offence is that it confers a power of arrest in the case of an honest belief on reasonable grounds that the offence has been committed, if the character of the offence is such that, in the interests of public safety, or on account of threatened danger to life, limb or property, prompt action is called for." In *Gorman* v. *Barnard* the offence was one of "knowingly harbouring uncustomed goods, consisting of a box of cigars, with intent to avoid the payment of duty thereon." Since *Stevenson* v. *Aubrook* the decision of the Court of Appeal in *Gorman* v. *Barnard* has been reversed in the House of Lords ((1941), 3 All E.R. 45). The effect of the House of Lords' decision will be considered in this column next week. *Stevenson* v. *Aubrook* is not affected by the House of Lords' decision. In the present case, Hallett, J., said that, without authority to bind him, he would have held that the nature of the suspected offence clearly required prompt action, but both Scott and Greene, L.JJ., had expressed a contrary opinion with regard to offences under the Vagrancy Act, 1824, s. 4, in *Ledwith* v. *Roberts* [1937] 1 K.B. 233. His lordship said that he was precluded by authority from deciding the case in favour of the defendants. He added that having regard to the decision in *Ledwith* v. *Roberts* that all cases under s. 4 of the Vagrancy Act, 1824, were in the same category of offences for which arrest on mere honest suspicion was not justifiable unless the offence had in fact been committed, the police were very greatly fettered in the performance of their duty of protecting the public. It seemed to follow, his lordship said, that a man can go round upsetting women by conduct of this kind until he is at some time so indiscreet as to commit the offence in front of a constable, or is recognised by someone who is able to give information which will lead to subsequent proceedings against him.

This strong criticism of the limits on the powers of the police to arrest private citizens is certainly not justified by binding authority, as the learned judge was compelled to admit. It is doubtful whether, from the point of view of safeguarding the constitutional right of liberty of the subject, a great deal can be said in favour of the learned judge's view. The powers of the police to arrest on mere reasonable suspicion have hitherto been confined to cases of treason, felony, and statutory offences involving danger to life, limb or property. To extend the powers of the police in this respect, would, it is submitted, be both dangerous and undesirable.

A Conveyancer's Diary.

War Damage: Miscellaneous Points—II.

INQUIRIES continue to reach me about the War Damage Act, and so I feel it is inevitable to return once more (and not, I fear, for the last time) to a discussion of it.

One correspondent has written to ask me to elucidate the remarks which I made in the "Diary" of 3rd May, 1941, about the cases where a mortgagee is compelled to pay a portion of the war damage contribution. It will be remembered that under s. 25 of the Act such mortgagees as are described in that section are bound to give indemnity to their mortgagors to the extent thereby prescribed. The conditions are narrow, as we shall see, and no other class of mortgagees is under any such liability. Section 25 applies if the following conditions are all present: (*a*) the mortgaged property is either "used for residential purposes" or "consists solely or mainly of agricultural land or agricultural buildings or of such land and such buildings"; (*b*) if it is in the residential class, its contributory value must not exceed £150; if it is in the agricultural class, it must not exceed £500; (*c*) in any event, the mortgage must be (or have been substituted for) a mortgage created to secure a capital sum raised on the occasion of (or in connection with) the acquisition of the mortgaged interest, or of the execution of "works of construction or improvement" for the benefit of the property; (*d*) the purchase or improvements must have been of that particular property only and not of more than one property.

It is, I think, fairly obvious what sort of cases the framers of the Act had in mind. Since the last war a very large number of people who would have been tenants of their houses under older practice have come to buy them, generally with the aid of a building society. These people would not have had to pay any war damage contributions if the old practice had still been subsisting, as their tenancy would have been too short to attract any. But they are, in law, legal estate owners in fee simple, and as there is normally no other proprietary interest, the whole of the contribution would have fallen on them, apart from s. 25. But, in fact, in cases of this sort the building society (or other mortgagee) has a position much more like that of a landlord than of an ordinary mortgagee.

The Legislature seems therefore to have thought that in this class of case the ordinary rules should be varied so as to make the liability fall roughly as it would have done if the mortgagor had been, in law, a tenant and the mortgagee landlord. Naturally, it is provided that these rules are not to apply for the benefit of a mortgagor who created a mortgage upon acquiring two or more dwelling-houses, for he is not the sort of mortgagor whom the Act means to assist. (Similar reasoning applies, of course, to the agricultural properties which fall within s. 25.) Of course, there will be oddities, as with most general rules; for example, if a large investment company buys one house worth £100 a year and raises part of the cost on mortgage of that house, the mortgagee will have to contribute. But, by and large, the section seems to do what it appears to have set out to do, viz., to put those who, under modern practice, buy their houses or farms with the aid of a mortgage in as good a position *qua* war damage contribution as they would have been if the old practice had still been in full operation and they had been tenants. The foregoing observations are, of course, by way of explanation of the existence of s. 25, and the considerations advanced would not be admissible in considering whether any given case falls within the section, which must, naturally, be construed and applied literally.

Another correspondent has put forward a most ingenious, but, I fear, ill-founded, suggestion by which a tenant for life could make a profit out of the bombing of the settled estate. He refers first to the "Diary" of 9th August, in which I discussed the "windfall" doctrine, with particular reference to payments under the Compensation (Defence) Act, 1939. He then argues that there are similar windfalls to be had out of the War Damage Act. It is conceded, of course, that under s. 46 (1) a *value* payment has to go to the Settled Land Act trustees. But, runs the argument, suppose that a cottage on the settled estate is comparatively slightly damaged and the tenant for life repairs the cottage for, say, £100, then he is the person "by whom the cost of executing the works is incurred," and so is entitled to the cost of works payment under the War Damage Act, s. 9 (1). The tenant for life, however, also bethinks himself of the provision in the Landlord and Tenant (War Damage) Act, 1939, under which capital moneys may be applied in making good war damage on the footing that to do so is to be regarded as an "improvement" within Pt. I of the 3rd Sched. to the S.L.A., 1925. He therefore also calls for an application of capital moneys for the purpose of making good the damage, and under S.L.A., s. 75 (2), the trustees are bound to comply. As a cost of works payment in respect of settled land does not have to go to the trustees under s. 46 of the War Damage Act, the ingenious tenant for life will get £100 from capital and £100 from the Government towards expenses amounting to £100, and will thus have one lot of £100 for himself.

Thus runs the argument, but I am afraid that it is not right. One must first bear in mind that any proposal so preposterous would not engage the sympathy of the court, and therefore the court, so far from being astute to find reasons for accepting it, would insist on looking narrowly at the words of the enactment and would only uphold such an argument if it had no option but to do so. With this point in mind, let us look at the sequence of events. The premises are damaged and the tenant for life gets an estimate for repairing them. Stopping there, he can decide to call on the trustees to use their powers under s. 3 of the Landlord and Tenant (War Damage) Act to "defray" the cost of "making good . . . the damage" out of capital. If he does so, however, it is the trustees who defray the expense and thus "incur the cost of executing the works" within s. 9 (1) of the War Damage Act, 1941, and it is they who are entitled to the cost of works payment. Alternatively, having got his estimate, the tenant for life can himself incur the cost and so become entitled to the cost of works payment. But if he does so and gets the payment, how can the trustees be asked to apply capital to "defray" the cost of making good the damage? Such cost will already have been defrayed by the tenant for life and made good to him by the Government. A cost of works payment, unlike a value payment, is due when the works are completed and not after the war (War Damage Act, s. 8 (1)). And I do not think that the tenant for life can escape from this dilemma by subtly playing upon the delays that in fact occur in matters of this sort; for if he manages to get partly or wholly paid back out of capital just before the cost of works payment is paid, the trustees will come in *pro tanto* under the words in s. 9 (1) of the War Damage Act which give cost of works payments to the person who incurs the expense, or "if such cost is incurred partly by one person and partly by another," divide the payment between them. The conclusion is, therefore, that if trustees are asked to act under s. 3 of the Landlord and Tenant (War Damage) Act, 1939, they should, before paying, make sure whether the cost of works payment has been paid to anyone. If it has, they have no powers under that section, as the cost has already been "defrayed"; if it has not, they may pay, but then they will have "incurred the cost" and so will be entitled to the Government payment, and should let the Commission know that they are so entitled.

Next, I return to a matter discussed in the "Diary" of 30th August, namely, the question what ought to be done about the cost of repairing chattels damaged by enemy action. It is obviously in the Government's interest that people whose damaged property is repairable should repair it instead of letting it become a total loss. The facts of the following case speak for themselves. A flat was partly burnt on 25th September, 1940. Some of its contents were totally destroyed; others were rescued and sent promptly to be repaired. They were, in fact, repaired at a cost of some £75. This process took a long time and was not finally completed till the summer of 1941. If such action had not been taken, the goods, which were charred and wet, would have become total losses. The action taken minimised the damage, as required by cl. 5 of the standard policy under the private chattels scheme, which is applicable to a case before May, 1941, by virtue of the War Damage to Goods (General) Regulations, 1941. The owner lodged a preliminary claim on form V.O.W.1 on 10th October, 1940. This communication was acknowledged by the district valuer in December, 1940. The owner did no more until all the repairs had been completed. On 4th June, 1941, he lodged a final detailed claim covering both total losses and costs of repairs, asking for an immediate payment to enable him to pay for the repairs. He received no answer to this communication, but on 18th August, 1941, he was visited by the representative of the district valuer, who agreed his claim, disallowing only some £8 in some £200 of it, and confirmed his agreement in writing next day. The district valuer's representative stated, however, that he had no power to discuss any payments, and referred the owner to the Customs for the district where the damage had occurred. On the owner applying by telephone, the Customs officer in question referred him to the Customs at his place of residence. The owner wrote fully to the latter on 27th August, 1941, and received a reply dated 29th August enclosing the form necessary to apply for a *payment on the ground of undue hardship*, which was not anything to do with the case. On 1st September, 1941, the owner wrote back explaining the point for the third time, and received a reply dated 3rd September, saying: "The issues raised are not in my province, and I have therefore sent (your letters) to the district valuer," at the address where the whole correspondence had started. Nothing has been heard since then. This particular victim of war damage has reasonably good credit with the firm which executed the repairs, and so no very great harm has been done, though it is unpleasant for him to go on owing the amounts expended. But if he had had no credit, he would be in a deplorable position, as being liable to an enforceable debt incurred under a duty imposed by the legislation, which the Government will have to reimburse sooner or later, but which the owner cannot at present obtain. I cannot believe that such is really the intention of those in authority, but if it is, the position penalises in a most unfair way those who try to save ultimate expense by taking steps to minimise war damage.

Finally, I think I should mention a point brought to my attention by a neighbour, a lady who has a substantial house and garden, and a dozen acres which she farms. The house and garden, on the one hand, and the farm land and building, on the other, are separately assessed for rates. The war damage authorities have, however, sent in a demand for contribution at two shillings in the £ on the entirety. On my advice she is drawing this error to their notice, and I have not yet heard the result. But the error should not have been made in the first place, and I cannot help thinking that it is likely to have been made in other cases. It would therefore be as well for solicitors to look out for it. The definition of the classes of farm land which attract only sixpence in the £ is fairly wide; it is based on those of the Rating and Valuation (Apportionment) Act, 1928, than which it is slightly wider; if land in this category is being treated for the purpose of war damage contribution as a single entity with land of other sorts in the same occupation, it would seem necessary that the assessment should be severed.

Books Received.

Tax Cases. Vol. XXIII. Part VIII. London: H.M. Stationery Office. Price 1s. net.

Mews' Annual Digest of English Case Law, 1940. 1941. Royal 8vo. pp. cxxxvi and 513 (including Index). London: Sweet & Maxwell, Ltd., Stevens & Sons, Ltd. Price £1 10s. net.

Landlord and Tenant Notebook.

Landlord and Tenant (War Damage) (Amendment) Act, 1941.

III.—Self-contained part of Property damaged.

In two cases the new statute makes special provisions which may affect the positions of landlords and tenants of what might be called divisible properties. By s. 2 (5), a modified code is, in effect, substituted for that contained in s. 15 of the 1939 Act, dealing with "multiple leases." By s. 3, courts are empowered, when a conditional notice of retention relates to property falling within different "hereditaments," to make special orders to meet the situation according to what seems equitable. The scopes of these two amendments are not, of course, identical.

A multiple lease, as defined in s. 24 of the Landlord and Tenant (War Damage) Act, 1939, means a lease comprising buildings which are used or adapted for use as two or more separate tenements. Though comment has been made, both in legal and in estate agents' periodicals, on the use of the plural—is not a lease of one block of flats meant to be included?—the opportunity of clarifying the position has not been taken.

The new s. 15 commences, as did the old, by excluding (subs. (1)) multiple leases from the operation of s. 6 of the principal Act, i.e., from the provisions enabling parties to have disputes as to unfitness determined by the court. These originally applied only in the cases of notices of disclaimer and counter-notices to notices to elect, but the new Act extends those available on the service of a notice of disclaimer to cases in which a notice of retention has been given. Subsection (2) of the old section gave those who served or who were served with notices of disclaimer and notices to elect, and persons with derivative interests, the right to apply to the court to say whether disclaimer should be allowed, wholly or as respects one or more of the separate tenements. This right and machinery are now made available in the case of notices of retention as well. The third subsection, as it stood, directed the court to grant an application for leave wholly to disclaim the lease if satisfied that it would be equitable to allow this, at the same time granting an extension of the period for serving a notice to avoid disclaimer (when a notice of disclaimer had been served) or a notice of disclaimer (when notice to elect had been served but not complied with); the new subs. (3) confers the additional power to allow the tenant to retain the lease as a whole. The object, presumably, is to enable him in an apt case to give conditional notice of retention. Subsection (4) deals with the position when the court is not satisfied that it is equitable to allow the application—formerly "to allow the lease to be wholly disclaimed," now "to exercise the right of disclaimer or retention"—but is satisfied that it is equitable to grant the application as respects one or more of the separate tenements. What the court must and may do is set out in six paragraphs: (*a*) and (*b*) directed and direct it to order the lease to be treated as two leases, giving consequential directions as to apportionment of rent and the like. By (*c*) it was and is to the tenant to serve notice of disclaimer; the modification extends the direction to notices of retention; and (*d*) dealt and deals with the cancellation of any existing notice(s). Paragraph (*e*) enabled and enables the court to extend the period for complying with a notice to elect; (*f*), likewise unchanged, provides for empowering the landlord to enter any tenement not disclaimed for the purpose of working on any part which may be disclaimed. But the scheme of subs. (5), which concerns the consequences of complete refusal of the application, has had to be somewhat altered; formerly, provision was made for a case in which a notice to elect had been disregarded, when the tenant might apply not to be deemed to have served a notice of retention. The new subs. (5) simply enacts that, whether the application refused be one for leave to disclaim or one to exercise the right to retain, the land shall (as before) not be deemed to be unfit for the statutory purposes, and any notices given are annulled; but a proviso enables the court in suitable cases to grant a reduction of rent pending repairs. The sixth and last subsection of the new s. 15 provides, as did its predecessor, that in the absence of any application (which now includes an application to exercise the right of retention) the land comprised in the multiple lease shall be deemed, for the purpose of any proceedings pursuant to the notice, to have been unfit at the relevant time.

The provisions of s. 3 of the new Act are a consequence of the innovation constituted by the conditional notice of retention and of the provision in s. 2 (2) of the War Damage Act, 1941, that "land sustaining war damage shall, subject to the provisions of the next succeeding subsection, be dealt with in such units as the Commission may determine, and land which is to constitute a unit . . . is . . . referred to as a 'hereditament.'"

Section 3 of the new Act operates when a tenant has given a conditional notice of retention (under s. 2) relating to premises which constitute or fall within separate hereditaments and the War Damage Commission then determine to make a "value payment" in respect of one or more of, but not all of, those hereditaments. By subs. (1), the tenant is given the right to apply to the court, within one month of the date on which the determination becomes final (see the "Notebook" of 13th September last: 85 Sol. J. 375) for an order that the lease shall be treated as two separate leases and the conditional notice as two notices, plus consequential directions for apportionment and otherwise, including directions as respects sub-leases. The two leases, of course, are to comprise the part in respect of which a value payment is to be made, and the rest of the parcels, respectively; the result being that as regards the former the conditional notice of retention will operate as a notice of disclaimer (see s. 2 (2) and 85 Sol. J. 375). The court is, as usual, to be guided by the consideration "if it considers it equitable" in entertaining the application. By subs. (2), the tenant may, either if he has made no application at all under subs. (1) or if such application has been refused, serve the landlord with notice stating that he elects to treat the conditional notice of retention as unconditional notice of retention; this, of course, prevents it from operating as a notice of disclaimer under s. 2. This application must be made within one month of the Commission's determination becoming final, "or such longer period as the court may allow in a case where an application is made under the last foregoing subsection." Lastly, subs. (3) provides for the position when no order is made and no notice to treat the notice as unconditional is served: the War Damage Commission's determination (despite the differentiation between the different hereditaments) takes effect as if a value payment had been decided upon for all the land comprised in the lease; but the date on which it becomes final—i.e., of the constructive disclaimer, as it were—is postponed for one month, or, in the case of an application for an order having been made, for such longer period as the court may fix.

War Legislation.

(*Supplementary List, in alphabetical order, to those published week by week in* The Solicitors' Journal *from the 16th September, 1939, to the 20th September, 1941.*)

Statutory Rules and Orders, 1941.

E.P. 1347. **Bacon** (Prices) Order, 1941. Amendment Order, September 4.
E.P. 1340. **Bulbs** (Control) Order, 1941. General Licence, September 2, regarding the Supply of certain Bulbs.
E.P. 1331. **Canned Meat Products** (Control and Maximum Prices) Order, 1941. Amendment Order, August 29.
E.P. 1283. **Consumer Rationing** (No. 5) Order, September 8.
E.P. 1355. **Control of Paper** (No. 34) Order, September 5.
E.P. 1277. Control of Rates of Hire of Plant Order, August 22.
E.P. 1311. Control of Silk (No. 7) Order, August 29.
No. 1310. **Export of Goods** (Control) (No. 31) Order, September 2.
E.P. 1332. **Feeding Stuffs** (Control of Manufacture) Order, August 29.
E.P. 1333. Feeding Stuffs (Control of Manufacture) Order, 1941. General Licence, August 29.
E.P. 1248. **Fire Precautions** (Access to Premises) (No. 2) Order, August 20.
E.P. 1348. **Food Rationing** Order, 1939. Directions, September 4.
E.P. 1339. **Home Grown Apples** (Maximum Prices) Order, September 2.
E.P. 1341/S.42. **Licensing** (Restriction of Supply on Sundays) (No. 2) Order, September 3.
E.P. 1281. **Limitation of Supplies** (Cloth and Apparel) Order, September 2.
E.P. 1288. Limitation of Supplies (Woven Textiles) (No. 7) Order, 1941, and Limitation of Supplies (Miscellaneous) (No. 11) Order, 1941. General Licence, August 29, in respect of Goods against Coupons marked "Quota Free."
E.P. 1349. **Public Entertainments** (Restriction) Order, August 4.
No. 1334. **Trading with the Enemy** (Specified Persons) (Amendment) (No. 15) Order, September 5.
E.P. 1313. **War Damage** (Business Scheme) (No. 3) Order, August 29.
No. 1351. War Damage Contribution (No. 2) Regulations, September 4.

Provisional Rules and Orders, 1941.

Motor Vehicles (Construction and Use) (Amendment) Provisional Regulations, August 22.

[E.P. indicates that the Order is made under Emergency Powers.]

Copies of the above S.R. & O., etc., can be obtained through The Solicitors' Law Stationery Society, Ltd., 22, Chancery Lane, London, W.C.2, and Branches.

Our County Court Letter.

Landlords' Right to Possession.

THE above subject has been considered in two recent cases. In *Pickford* v. *Harris*, at Birmingham County Court, the plaintiff's case was that, although the defendant had been a good tenant for several years, and was still satisfactory, an order for possession would not cause greater hardship than a refusal to grant it, within the meaning of the Rent, &c., Restrictions (Amendment) Act, 1933, Sched. I, para. (*h*). The plaintiff and his wife had formerly had a hairdressing business, but this had been sold by reason of the wife's pregnancy. In order to sell the business, it had been necessary also to dispose of the living accommodation over the shop, where the plaintiff and his family had formerly resided. The result was that the plaintiff, his wife, their child aged five years, and a newly-born baby were all living in cramped quarters with the plaintiff's mother at her flat. The plaintiff was in poor health, owing to intermittent epilepsy, and the defendant had refused alternative accommodation in half of a large house. The defendant's case was that he was employed on A.R.P. work by the local authority, and had to live near his work. The district had become an evacuation area, and rents had risen to exorbitant figures. The family of the defendant comprised his wife, a son aged sixteen, and two daughters aged eighteen and twenty. Three bedrooms were therefore necessary, and the half-house offered was at a higher rent than that being paid. Living in half a house, as suggested, would also mean that nine people would have to share one bathroom. The plaintiff had created his own difficulty by selling his residence with the business, instead of carrying on the latter by means of a manageress in place of his wife, while she was unable to work. His Honour Judge Dale observed that the plaintiff had a valid reason for leaving his previous house, and it would be a greater hardship to refuse the order than to grant it. An order for possession in three months was made, but, as there had been reasonable grounds for opposing the application, no order was made as to costs.

IN *Adams* v. *Wildgoose*, at Exeter County Court, the claim was for possession of a flat, which a former owner had let to the defendant at a rent of thirteen shillings a week. The defendant had then joined the Army, and he and his wife were away for twelve months, during which period the flat was let furnished for twenty-five shillings a week. After the issue of the summons, however, the " furnished " tenant had left, and the wife of the defendant had occupied the flat to a limited extent. The plaintiff's case was that she herself was having to sleep on a mattress on the floor at her sister-in-law's house. It was therefore reasonable to make the order, as there was no genuine occupation of the flat by the defendant, and the plaintiff (having bought the business underneath) desired to occupy the flat, as her furniture was in storage. The defendant's case was that, on joining the Army, he had asked for a reduction in rent, and it was the plaintiff's own suggestion that the flat should be let. On getting his " stripes," the defendant was able to afford the rent of the flat, and his wife and child had therefore resumed possession. There was one room, however, which the plaintiff could have as a bed-sitting room. His Honour Judge Thesiger held that the defendant's occupation was genuine, and that there was no evidence that alternative accommodation was or would be available. Judgment was given for the defendant, without costs.

Illness after Hotel Meal.

IN *Braham* v. *Grant Hotel (Birmingham), Ltd.*, recently heard at Birmingham County Court, the claim was for damages for breach of warranty of food supplied. There was an alternative claim for damages for negligence in permitting food to become contaminated. The plaintiff's case was that, while eating steak and kidney pie at the hotel, she found in her mouth what she thought was a piece of tooth. This was found to be a chip of crockery. In the night the plaintiff woke in great pain, and the medical evidence was that she was found to be suffering from food poisoning. It did not follow, however, that the crockery had anything to do with the trouble. The defence was a denial of any defect in the food, and no other complaints had been received in respect of the eighty to one hundred portions of steak and kidney pie served on that day. The evidence of the city bacteriologist was that he had found no food poisoning organisms in the pie. His Honour Judge Dale observed that the evidence with regard to the crockery could be disregarded. There was no indication of slackness in the conduct of the hotel, and the only evidence of anything wrong with the steak and kidney pie was that the plaintiff was ill after eating it. It would be unsafe to say that her illness was due to anything eaten at the hotel at lunch the previous day. Judgment was given for the defendants with costs.

To-day and Yesterday.

LEGAL CALENDAR.

22 September.—On the 22nd September, 1750, Robert Solomon, a smuggler, was brought back to Newgate Gaol after a month's freedom gained by an ingenious escape. He was recaptured near Norwich. He had got his friends to bring to his cell a nine-foot board sawn into nine-inch lengths. This was afterwards put together again by screwing three iron plates so as to join up every division. The next thing was to saw away an iron bar from the window, drop one end of the plank, padded so as to prevent slipping, on to the tiles of an adjacent house in Phœnix Court, screw down the near end to the window frame and cross this improvised bridge. Once that was done all that remained was to slip to the ground with a rope of sheets and blankets. The ingenuity really deserved to succeed.

23 September.—Mr. Paul Bowes, of the Middle Temple, kept a memorandum book, and under the date 23rd September, 1673, he recorded the particulars of an odd sequence of incidents of his student days fifteen years before, when he had chambers high up in Elm Court. One night he returned there after dark and as he laid his gloves on the table he felt a coin under his hand, which, on striking a light, he found to be a twenty-shilling piece. Knowing no means by which it could have got there he was very puzzled, but eventually dismissed it from his mind. About three weeks later the incident repeated itself in exactly the same way and he was as mystified as before. About a month later two gold pieces appeared, and so the thing went on at irregular intervals. None of this money in the dark ever came when he went " with those expectations and desires." Eventually he told someone of the happenings, and after that they ceased.

24 September.—On the 24th September, 1652, Captain James Hind, a notable highwayman, was hanged and quartered at Worcester for high treason.

25 September.—Police court news reads much the same from age to age. On the 25th September, 1777, " an elderly woman preferred a complaint before the sitting Alderman at Guildhall against a lodger, a gentlemanlike man, for assaulting her and creating a disturbance in her house which obliged her to call the watch to her assistance, who with difficulty were restrained from breaking open his chamber door, though he threatened to discharge the contents of a blunderbuss among them if they persisted in that resolution. This the man himself confirmed before the magistrate and chose rather to be committed to Wood Street Compter than to quit his lodging, though the woman, to induce him to do so, offered to forgive him the rent."

26 September.—During August and September, 1746, four judges were busy at Carlisle trying men who had been captured after the defeat of Prince Charlie's rising. On the 26th September they completed their work and finished the last trials, six being acquitted and three found guilty. In all, one hundred and twenty-seven persons had been tried, and of these ninety-one were sentenced.

27 September.—On the 27th September, 1803, Henry Howley, a carpenter, was tried in Dublin for his part in Robert Emmett's abortive rising in that he " did obtain, procure, hire and take a lease of a certain warehouse and store with intent and in order that a great quantity of guns, swords, pistols, pikes, balls, gunpowder, arms and ammunition should be there collected and kept " for the rebels. When surprised by the authorities he drew a pistol and shot a man dead. He was convicted of treason and hanged.

28 September.—Before he attained the imperial throne of France as Napoleon III, Prince Louis Napoleon spent many years in exile, scheming and conspiring. His attempts to regain the crown of his uncle were not without a certain burlesque humour. In 1840, when he was thirty-two, he sailed to Boulogne with fifty followers and a tame eagle (intended to create a dramatic stage effect by flying ashore) and tried to rally the men of the 42nd regiment to his cause. The whole attempt collapsed ridiculously, and on the 28th September he and eighteen of his friends were tried in Paris before the House of Peers. He was allowed to make a magniloquent preliminary speech declaring that he was a vanquished enemy and knew beforehand that he had no justice to expect from his conquerors. Though brilliantly defended by the great Berryer he was condemned to life imprisonment, but six years later he escaped from the fortress of Ham and reached London. Then the wheel of fortune turned, and in 1852 he was proclaimed Emperor of the French.

THE WEEK'S PERSONALITY.

James Hind was a wild young man from Oxfordshire who came to London and fell in with the ways of a company of " idle, roaring blades." He soon decided that a gallant

highwayman's was the life for him, but from the start he pursued his calling with good humour, wit and every courtesy. In his very first venture, when he took £15 from a gentleman on Shooters Hill, he returned him £1 for his expenses on the road with such a pleasant air that his victim declared he would never hurt a hair of his head should it ever be in his power. About this time Charles I was condemned to death, and thereafter Hind, who was strongly Royalist at heart, pursued with an impish malice the men responsible for his death. He stopped Hugh Peters in Enfield Chase and gave the grave Presbyterian scriptural texts to justify the robbery. He took a considerable sum from Serjeant Bradshaw who had presided at the trial, gave the wretched lawyer a long homily on money, and finally shot his six coach horses dead. He robbed Colonel Harrison in Maidenhead Thicket, and even made an unsuccessful attempt to hold up Cromwell himself. When Charles II invaded England, Hind joined his forces and was with them when they were routed at Worcester. Thither he was brought for trial after being captured in London, and there he was condemned to death for treason and executed, professing his devotion to the King's cause.

THE TEMPLE BLACKAMOOR.

In the major tragedy of the devastation of the Temple lesser details are lost to sight, and it was only the other day that I noticed that the blackamoor holding the sundial in the Inner Temple garden was deeply wounded in the right thigh. He had lived long and travelled far before meeting with this unkindness, for he was brought from Italy in the seventeenth or eighteenth century by one of the Earls of Clare and presented to Clement's Inn. There he knelt amid the trees and flowers of a garden square till the "improving mania" of the Victorians decided that the site of the pleasant red-brick courts with their quaint chapel and Queen Anne hall would have greater utility if cleared to make way for the monstrous pile of the new Law Courts. Homeless and an outcast, the blackamoor was sold in 1884 to a private individual for £20, but soon he found his way back among the lawyers in the Temple garden, despite the warning verses once addressed to him :—

"In vain, poor sable son of woe,
Thou seek'st the tender tear ;
For thee in vain with pangs they flow
For mercy dwells not here.
From cannibals thou fledst in vain
Lawyers less quarter give ;
The first won't eat you till you're slain ;
The last will do't alive."

Well, the lawyers never did him any harm, but they could not protect him from the blasting peril of the invaded sky.

THE SERJEANTS' HOME.

Nearby the levelling of Serjeants' Inn, burnt up by hostile fire, is almost complete. This is its second such ordeal, for it was destroyed in 1666 when the Great Fire came roaring along Fleet Street from the east, invading the Temple itself. To raise money for the restoration of their home the Serjeants created seventeen new members of their order, exacting from each a sum of £100. They had been there since 1442, when the Dean and Chapter of York granted them a lease of "*unum messuagium cum gardino in parochia S. Dunstani.*" About the same time a piece of land on the other side of the street at the corner of Chancery Lane was likewise leased to the Serjeants by the Bishop of Ely and these twin homes enjoyed their equal favour till 1733, when the brethren of the coif abandoned Fleet Street and established a single headquarters in their other abode, subsequently purchasing the freehold. After the emigration Serjeant Wilde (later Lord Chancellor Truro) made a solitary exception, having chambers in the place deserted by his fellows. The other Serjeants' Inn remained till legislation having completely undermined the position of the order—once the corner-stone of our legal system—its home was sold in 1877 for £57,100. In the large depressing buildings now occupying the site one looks in vain for memories of the two pleasant courts, the hall with its flight of steps, its turret and its clock or the roomy chapel. They were disposed of without bombardment. Peace hath its vandalisms no less complete than war.

The Colonial Office announces that Sir HARRY TRUSTED, Chief Justice, Palestine, has been appointed Chief Justice, Federated Malay States, in succession to Sir Kenneth Poyser. He was called by the Inner Temple in 1913.

Mr. George Clough, solicitor, of Grange-over-Sands, left estate "so far as can at present be ascertained" of £26,023, with net personalty £22,867.

Mr. Edwin Kennedy Hilton, solicitor, of Knutsford, estate "so far as can at present be ascertained," left £21,157, with net personalty £20,580.

Notes of Cases.

CHANCERY DIVISION.

In re **Winslow Hall Estates Co., and the Contract of United and Glass Bottle Manufacturers, Ltd.**

Bennett, J. 29th July, 1941.

Vendor and purchaser—Contract for sale—Notice of intention to requisition premises—Possession not taken by Crown before vendors ready to complete—Whether purchasers bound to complete—Emergency Powers (Defence) Act, 1939 (2 & 3 *Geo.* 6, *c.* 62), *s.* 1—*Defence (General) Regulations*, 1939, *reg.* 51.

Vendor and purchaser summons.

By a contract dated the 23rd December, 1940, incorporating the National Conditions of Sale, 13th ed., the respondents agreed to sell certain freehold premises in the County of Buckingham to the applicants. Completion was fixed for the 13th January, 1941. The property was stated to be subject, as to a small part, to a requisitioning notice by the War Office. By agreement the date for completion was postponed to the 25th January. The vendors were unable to complete on that date, but they were in a position to complete on the 3rd February. In the meantime, on the 25th January, the Commissioners of Works served on the purchasers a notice of their intention to take possession of the premises under the power conferred by r. 51 of the Emergency Powers (Defence) Regulations, 1939. Possession, however, was not taken before the 3rd February, when the vendors were ready to complete and give to the purchasers vacant possession. By this summons the purchasers asked for an order rescinding the contract for sale and for a declaration that the vendors were unable to show a good title.

BENNETT, J., said that he was not going to decide what the position of the parties would have been if possession of the property had been taken by the Office of Works before the date fixed for completion or before the vendors were in a position to complete. On the facts the purchasers had not shown that the vendors on the critical date, namely, the 3rd February, 1941, were unable to give effective possession of the land. There was no provision in the Emergency Powers (Defence) Acts, 1939 and 1940, or in the Regulation thereunder which make it incumbent on any authority exercising the powers conferred by r. 51 to give notice of their intention to take possession of property. The notice of the 25th January did not create an incumbrance so as to prevent the vendors from performing their contract. Nor had the vendors expressly contracted that the land would be conveyed subject to no requisitioning notice other than that expressly mentioned in the contract. The purchasers were therefore not entitled to the relief they claimed and the summons must be dismissed.

COUNSEL: *R. F. Roxburgh*, K.C., and *C. V. Rawlence ; Sir Herbert Cunliffe*, K.C., and *C. E. Shebbeare.*

SOLICITORS: *Vizard, Oldham, Crowder & Cash ; Heywood & Ram* for *Philip Wood*, Buckingham.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

Obituary.

SIR ERNLEY BLACKWELL.

Sir Ernley Blackwell, K.C.B., who died on Sunday, 21st September, aged seventy-three, was Legal Assistant Under-Secretary of State at the Home Office from 1913 until his retirement in 1933. He was called by the Inner Temple in 1892. In 1934 Sir Ernley was nominated Chairman of the Statutory Committee of the Pharmaceutical Society, retiring from this appointment in 1939.

MR. E. P. WHITLEY HUGHES.

Mr. Edward Percival Whitley Hughes, solicitor, of Messrs. Whitley Hughes & Luscombe, of East Grinstead, died on Wednesday, 3rd September. He was admitted in 1891.

MR. J. B. H. PRYCE.

Mr. John Bernard Hallam Pryce, solicitor, of Messrs. Benson, Burdekin & Co., of Sheffield, died on Wednesday, 10th September, aged forty-two. He was admitted in 1922.

MR. A. SHEPHARD.

Mr. Arthur Shephard, solicitor, of Sheffield, died recently, aged sixty-seven. He was admitted in 1904.

MR. C. H. WHITELEGGE.

Mr. Christopher Horsley Whitelegge, solicitor and Parliamentary agent to the Great Western Railway, died recently, aged fifty-five. He was admitted in 1912 and joined the service of the Great Western Railway, on the legal side, in 1913.

MR. G. WILLIAMS.

Mr. George Williams, solicitor, of Messrs. George Williams and Willetts, of Cradley Heath, died as the result of a road accident on Friday, 5th September, aged sixty-three. He was admitted in 1899.